(എഫ്) (1) ശ്രീ. കെ. നടേശൻ അശാരി
സീനിയർ സൂപ്രണ്ട്
ശംമ്പളം 10,,035/ -രൂപ
(2) ശ്രീ. എം.ആർ. നന്ദകുമാർ,
റിസർവ് ഇൻസ്പെക്ടർ
ശംമ്പളം - 8,255 രൂപ

(ജി) ശ്രീ. നടേശൻ ആശാരി ശംമ്പളം - 10,535/
ശ്രീ. എം.ആർ. നന്ദകുമാർ
ശംപളം - 11,620/

121 (645) തിരുവനന്തപുരം മൃഗശാലയിൽ എത്തിയ പുതിയ മൃഗങ്ങൾ

ശ്രീ. ജോണി നെല്ലൂർ : താഴെക്കാണുന്ന ചോദ്യങ്ങൾക്ക് ഫിഷറീസും സാംസ്ക്കാരിക കാര്യവും വകുപ്പുമന്ത്രി സദയം മറുപടി നൽകുമോ:

(എ) തിരുവനന്തപുരം മൃഗശാലയിൽ കഴിഞ്ഞ നാലു വർഷത്തിനിടയിൽ ഏതെല്ലാം മൃഗങ്ങളെ പുതുതായി കൊണ്ടുവന്നിട്ടുണ്ട്;

(ബി) ഈ കാലയളവിൽ ഏതൊക്കെ മൃഗങ്ങൾ മരണമടഞ്ഞു;

(സി) ഇവയുടെ മരണകാരണം വെളിപ്പെടുത്തുമോ;

(ഡി) ഇവ മരിക്കാനിടയായ സാഹചര്യത്തെക്കുറിച്ച് അന്വേഷണം നടത്തിയിട്ടുണ്ടോ? ഇല്ലെങ്കിൽ ഇതേക്കുറിച്ച് വിദഗ്ധരെക്കൊണ്ട് അന്വേഷണം നത്തുമോ?

ഉത്തരം

(എ) കഴിഞ്ഞ നാലു വർഷത്തിനിടയിൽ പുതുതായി മൃഗങ്ങളെ ഒന്നും കൊണ്ടുവന്നിട്ടില്ല.

(ബി)&(സി) കഴിഞ്ഞ നാലു വർഷങ്ങളിൽ തിരുവനന്തപുരം മൃഗശാലയിൽ മരണമടഞ്ഞ മൃഗങ്ങളുടെ എണ്ണവും അവയുടെ മരണ കാരണവും അനുബന്ധമായി വച്ചിട്ടുണ്ട്.

(ഡി) തിരുവനന്തപുരം മൃഗശാലയിലെ മൃഗങ്ങളുടെ ആരോഗ്യ പരിപാലനത്തെപ്പറ്റിയും മൃഗങ്ങളുടെ മരണത്തെപ്പറ്റിയും ചില പത്രവാർത്തകൾ വന്നത് സർക്കാരിന്റെ ശ്രദ്ധയിൽപ്പെടുകയും ആയതിന്റെ അടിസ്ഥാനത്തിൽ മൃഗശാല യുടെ നടത്തിപ്പ്. മൃഗങ്ങളുടെ സംരക്ഷണം തുടങ്ങിയ കാര്യങ്ങളിൻമേൽ ഒരു വിദഗ്ധാന്വേഷണം നടത്തി റിപ്പോർട്ട് സമർപ്പിക്കുന്നതിന് ചീഫ് കൺസർവേറ്റർ ഓഫ് ഫോറസ്റ്റ് (വൈൽഡ്ലൈഫ്) നെ നിയോഗിച്ചു കൊണ്ട് ഉത്തരവായിട്ടുണ്ട്.

122 (646) തൃപ്പൂണിത്തുറയിൽ സ്ഥാപിക്കാനുദ്ദേശിച്ച സ്പെയിസ് തീയേറ്റർ

ശ്രീ. ടി.എം. ജേക്കബ് : താഴെ കാണുന്ന ചോദ്യങ്ങൾക്ക് ഫിഷറീസും സാസ്ക്കാരിക കാര്യവും വകുപ്പുമന്ത്രി സദയം മറുപടി നൽകുമോ:

LIBRARY ARCHIVES Kerala Legislative Assembly

(എ) തൃപ്പൂണിത്തുറ ഹിൽ പാലസിൽ സ്ഥാപിക്കാൻ നിശ്ചയിച്ചിരിക്കുന്ന സ്പെയിസ് തീയേറ്റർ (പ്ളാനറ്റോറിയം) സ്ഥാപിക്കേണ്ടതില്ല എന്ന് തീരുമാനിച്ചിട്ടുണ്ടോ;

(ബി) പ്ലാനറ്റോറിയം ആരംഭിക്കുന്നതിനുവേണ്ടി ജപ്പാനിലെ ഗാട്ടോ കമ്പനിയുമായി കരാർ ഒപ്പ് വച്ചിരുന്നുവോ;

(സി) കരാറിലെ വ്യവസ്ഥകൾ എന്തെല്ലാമായിരുന്നു;

(ഡി) എന്നാണ് ഈ കരാർ ഒപ്പു വച്ചത് ആരെല്ലാമാണ് കരാറിൽ ഒപ്പിട്ടിരിക്കുന്നത്;

(ഇ) പ്ളാനറ്റോറിയത്തിന്റെ ഉപകരണത്തിന് എന്തു തുകയും, കെട്ടിടത്തിന് എന്തു തുകയും ചെലവാക്കുമെന്നാണ് കണക്കാക്കിയിരുന്നത് എന്ന് വ്യക്തമാക്കുമോ?

ഉത്തരം

(എ) ഉണ്ട്

(ബി) ജപ്പാനിലെ ഗോട്ടോ കമ്പനിയുമായി ഒപ്പു വച്ചിരുന്നു

(സി) കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി വച്ചിട്ടുണ്ട്.†

(ഡി) 19-10-1994 ൽ തൃപ്പൂണിത്തറ ഗ്രീൻ പാലസ് സൊസൈറ്റിക്കു വേണ്ടി വൈസ് ചെയർമാൻ ഡോ. ഡി. ബാബുപോൾ-ഉം ഗോട്ടോ ഓപ്ടിക്കൽ മാനുഫാക്ചറിംഗ് കമ്പനി, ടോക്യോ, ജപ്പാനുവേണ്ടി ഡയറക്ടർ ശ്രീ. മേഗുരു കമിയയും ആണ് കരാറിൽ ഒപ്പു വെച്ചിട്ടുള്ളത്.

(ഇ) പ്ലാനറ്റോറിയത്തിന്റെ ഉപകരണത്തിനുമാത്രം 4.92 ദശലക്ഷം ജപ്പാനീസ് യെൻ-ഉം കെട്ടിടം, സിവിൾ, സാനിറ്ററി, പ്ലംബിംഗ് വർക്സ് എന്നിവയ്ക്കായി 100 ലക്ഷം രൂപയുമാണ് കണക്കാക്കിയിരുന്നത്.

123 (647) മാനവീയം പരിപാടിയോടനുബന്ധിച്ചുള്ള കലാ പരിപാടികൾക്ക് ചെലവായ തുക

ശ്രീ. കെ. ബാബു :

ശ്രീ. എം. മുരളി : താഴെക്കാണുന്ന ചോദ്യങ്ങൾക്ക് ഫിഷറീസും സാസ്ക്കാരികകാര്യവും വകുപ്പുമന്ത്രി സദയം മറുപടി നൽകുമോ:

(എ) മാനവീയം പരിപാടിയോടനുബന്ധിച്ചു ഇതുവരെ ഏതെല്ലാം വിധത്തിലുള്ള കലാ പരിപാടികൾ സംഘടിപ്പിച്ചിട്ടുണ്ട്;

(ബി) ഈ പരിപാടികളിൽ ആരെയെല്ലാം പങ്കെടുപ്പിച്ചിട്ടുണ്ട്;

(സി) ഇവരിൽ ഓരോരുത്തർക്കും നല്കിയിട്ടുള്ള പ്രതിഫലം എത്രയാണ്;

(ഡി) ഓരോരുത്തർക്കും യാത്രപ്പടി ഇനത്തിൽ എന്തു തുക ചെലവായിട്ടുണ്ട്;

(ഇ) ഓരോരുത്തർക്കും താമസ സൗകര്യം ഏർപ്പെടുത്തുന്നതിന് എന്ത് തുക ചെലവായെന്ന് വ്യക്തമാക്കുമോ?

† അനുബന്ധം VI

LIBRARY ARCHIVES Kerala Legislative Assembly

AGREEMENT

This AGREEMENT is being made at Thiruvananthapuram, Kerala State, India this nineteenth day of October, 1994 between Society For The Preservation of Hill Palace Premises, Hill Palace P.O., Tripunithura – 682 301, Cochin, Kerala State, India organised and existing under the appropriate laws of India (hereinafter referred to as the "SOCIETY") and Goto Optical Mfg. Co., a Corporation organised and existing under the laws of Japan with its Principal place of business at 4-16 Yazaki-cho, Fuchu-shi, Tokyo 183, Japan (hereinafter referred to as "GOTO").

WITNESSETH

WHEREAS GOTO is engaged since 1926 in the business of manufacturing and sales of sophisticated telescopes and optics in general and planetariums (including Space Simulators and panohamspheric motion picture systems) of different models in particular and their sales throughout the world since 1954, and is new desirous of selling its latest Space Simulation instrument system known as "GSS-URANUS/ASTROVISION" (hereinafter referred to as the "INSTRUMENT") to the SOCIETY for installation at Tripunithura Hill Palace, Tripunithura, Kerala State, India.

NOW THEREFORE, in consideration of the mutual convenants hereinafter set forth, it is agreed between the parties as follows :

ARTICLE 1. DEFINITION

1.1. The "INSTRUMENT" as used in the Agreement shall mean the following :

i) "GSS-URANUS" main starfield projector.

ii) Descender/Elevator mechanism for the GSS-URANUS Starfield Projector.

iii) Skyline Panorama Projector.

iv) Descender/Elevator mechanism for the Skyline Panorama Projector.

v) Rotator for the GSS-URANUS Starfield Projector.

vi) Rotator for the Skyline Panorama Projector.

vii) Computerised Automatic Control System for the main GSS-URANUS Starfield Projector, the entire range of seventy-nine units of special/effect equipments/projectors called together the Multi-Image System, all Rotator and Descender/Elevator Mechanisms, the Astrovision Projector (pano-hemispheric motion picture projector), the Skyline Panorama Projector, the Sound Systems and also the entire range of illumination devices for the Space Theatre.

viii) ASTROVISION (8-perf.) Projector inclusive of all accessories.

1.2. In addition to the items mentioned in the foregoing, the INSTRUMENT shall also contain the following :

i) Sound System both for the Space Theatre and also for its in-house Sound Studio.

LIBRARY ARCHIVES Kerala Legislative Assembly

ii) One large format (8 perforation) long movie titled "Lost Animals" or any such other long movie as may be conveniently decided between the SOCIETY and GOTO (On lease for one year).

iii) One inaugural show software in English language of approximately 40-minute duration, inclusive of the script, narration, the entire range of visuals, background music, sound effects and computer data programme. The inaugural show, however, will be supplied by the Indian Associates of GOTO viz. Goto Optical (India) Pvt. Ltd., 3 CD Shivam Chambers, 53 Syed Amir Ali Avenue, Calcutta-700 019, India.

iv) One specially produced large format Astrovision film rendering fabulous aerial/ground views of Ernakulam/Cochin cities, especially covering areas in the vicinity of Tripunithura Hill Palace. The film will be shot with the special Astrovision Camera by a specialised shooting team from GOTO. The SOCIETY has to provide, free of charges, the facility of using a helicopter, necessary permissions, facilities and assistances to conduct the shooting.

The SOCIETY will ensure that the Astrovision Cameras, equipments and accessories brought from Japan to India by the personnel of GOTO for the purpose of shooting the special film will be allowed to be brought into India without any hindrance or payment of customs or any such duty or levy. The SOCIETY would further ensure that the said items will also be allowed to be taken back to Japan from India without any hindrance or payment of any taxes, levies and duties.

v) Panorama scenes of both terrestrial and extra-terrestrial themes for projecting through the skyline Panorama Projector in diverse shows of the Tripunithura Space Theatre. These panorama scenes of highest quality standard will also be supplied by the Indian Associates of GOTO mentioned in the foregoing.

vi) A 18 (eighteen) meter dia, 30° (thirty degrees) titled, vinyl paint coated, projection dome of perforated aluminium. The projection dome also will be fabricated and erected at site by the Indian Associates of GOTO referred to in the foregoing.

vii) Engineering drawings related to the civil constructions required for installation of the INSTRUMENT.

The detailed list of items to be incorporated into the INSTRUMENT package are rendered in the attached schedule to this AGREEMENT.

ARTICLE 2. PRICE AND MODE OF PAYMENT

The SOCIETY shall open an irrevocable and firm Letter of Credit amounting to J.Y. 492,000,000 (Japanese Yen four hundred and ninety-two million only) in favour of being the agreed firm price of the INSTRUMENT on CIF Cochin basis and the cost of all services to be rendered by GOTO including the price of one inaugural software described in Articile 1.2 (iii) namely J.Y. 1,000,000 (Japanese Yen on million only) and inclusive of all services to be rendered by GOTO in terms of this AGREEMENT, upon terms hereinafter stated the mode of payment will be as follows :

LIBRARY ARCHIVES Kerala Legislative Assembly

i) Thirty per cent of the total sum, namely J.Y. 147,600,000 (Japanese Yen one hundred forty-seven million and six hundred thousand only) immediately on opening of the Letter of Credit by the SOCIETY and on receipt of the same by GOTO.

ii) Fifty per cent of the total sum, namely J.Y. 246,000,000 (Japanese Yen two hundred forty-six million only) on presentation of the documents by GOTO to the negotiating bank in Japan after the shipment of the INSTRUMENT is effected.

iii) The final twenty per cent of the total sum, namely J.Y. 98,400,000 (Japanese Yen ninety-eight million and four hundred thousand only) after installation and satisfactory running of the INSTRUMENT at Tripunithura, Cochin, Kerala State, India successively for thirty days. A certificate from the SOCIETY that the INSTRUMENT has been installed and running satisfactorily for a continuous period of 30 (thirty) days will be issued to GOTO, along with a certificate to the effect that the requirements of Article 9 (iii) have been duly complied with by GOTO, to present to the negotiating bank in Japan to obtain payment of the balance twenty per cent of the sum mentioned above, subject to the fulfilment of conditions stipulated under Article 9 (iii) of this AGREEMENT.

ARTICLE 3. TIME OF SUPPLY

GOTO shall supply the complete INSTRUMENT package as per their offer sheet dated the 10th September, 1994 and despatch the consignment to reach Cochin Port, Kerala, India within eighteen months from the date of opening of the Letter of Credit as detailed in Article 2 above. In the event, due to unavoidable reasons, the SOCIETY requests GOTO to postpone the shipping of the INSTRUMENT by few months, but not exceeding four months, after eighteen months of opening of the Letter of Credit, GOTO will conform to the instruction, without any additional cost to the SOCIETY.

ARTICLE 4. SHIPMENT OF THE INSTRUMENT

GOTO will ensure that the INSTRUMENT is packed in export quality and sea-worthy packing before shipment to Cochin Port. GOTO shall advise the SOCIETY of shipping details by cable within three days of shipping from Japan. Also, GOTO shall forward to the SOCIETY all shipping documents like invoice, Bill of Lading, insurance policy with the SOCIETY as the beneficiary, certificate of origin, packing list and any other document that may be required by the Indian authorities along with 2 duplicate copies thereof which in the case of Bill of Lading may be non-negotiable copies.

The shipment of GOTO, however, shall not include the items that are to be supplied by their Indian Associates viz. Goto Optical (India) Private Limited, Calcutta – 700 019, India, although GOTO shall remain fully responsible for timely supplies of all these items as well and their delivery at Cochin.

LIBRARY ARCHIVES Kerala Legislative Assembly

GOTO shall not be responsible for payment of Octroi, import duty, any other duty or taxes, imposed either by the State or the Central Governments of India if any such payment be demanded by any of these authorities. All such duties and taxes, if payable in India, in connection with the supply of the INSTRUMENT and its installation at Tripunithura Hill Palace, Kerala State, India will be borne by the SOCIETY. The SOCIETY, however, will take steps to obtain import duty exemption from the appropriate authorities of the Government of India as has been hitherto obtained by all the other planetarium projects throughout India.

ARTICLE 5. APPROVAL

GOTO shall repair or reform or, if necessary, replace parts or the entire INSTRUMENT, FREE OF COST TO THE SOCIETY within a period of THREE MONTHS in case the same is rejected by the SOCIETY and shall get it approved by the SOCIETY again after satisfactory running for a continuous period of 30 (thirty) days.

ARTICLE 6. INSTALLATION, SUPERVISION AND COMMISSIONING OF INSTRUMENT

GOTO shall be responsible for the installation and commissioning of INSTRUMENT.

The SOCIETY shall inform GOTO, at least six weeks in advance, the convenient date for starting installation work after the complete INSTRUMENT consignment reaches Cochin. GOTO shall complete installatiion of the INSTRUMENT within a period not exceeding six months from the date on which the INSTRUMENT consignment is made available to GOTO at site at Tripunithura, Cochin, Kerala State, India.

GOTO shall send both from Japan and Inida and employ at Cochin, Kerala State, India, adequate number of technical supervisors, technicians, skilled laboureres etc. at GOTO's expense, who will supervise and install the INSTRUMENT, including all equipments and accessories supplied by GOTO or their Indian Associates to the SOCIETY and ensure perfect performance of the complete system.

ARTICLE 7. UNSKILLED LABOUR AND SUPPORT HELP

The SOCIETY shall supply required number of unskilled labour and support help like lifting device and scaffolding etc. that may be necessary for all works mentioned in Article 6, free of charges and according to the request of GOTO. The details of facilities to be provided by the SOCIETY to GOTO are rendered in the Schedule to the AGREEMENT.

ARTICLE 8. WORKMANSHIP

It shall guarantee that the INSTRUMENT is free from any in material or workmanship.

ARTICLE 9. WARRANTY

i) GOTO shall guarantee trouble-free running of the INSTRUMENT for two years from the date of its commissioning.

ii) The foregoing guarantee, however, does not cover:-

LIBRARY ARCHIVES Kerala Legislative Assembly

a) Damage resulting from neglect, abuse, accident, alteration, or damages caused by fire, flood or such other occurances;

b) Damage resulting from the failure of the SOCIETY to follow normal operating procedures outlined in the instruction manuals provided by GOTO or in any other printed instructions, made available to the SOCIETY by GOTO.

iii) GOTO shall, prior to withdrawal of the last 20% (twenty per cent) instalment of payment against Letter of Credit, arrange an irrevocable bank guarantee through an Indian Bank acceptable to the SOCIETY equal to five per cent of the total sum, namely J.Y. 24,600,000 (Japanese Yen twenty-four million and six hundred thousand only) valid for the two year period of warranty, as security for fulfilment of GOTO's obligation under this AGREEMENT.

ARTICLE 10. CONSUMABLE ITEMS

GOTO shall provide consumable items equivalent to two years' requirement of the INSTRUMENT, free of charges to the SOCIETY. GOTO shall also make available to the SOCIETY, free of cost, literature, advice etc. relating to technological developments, presentation of shows and running of the INSTRUMENT during and even after the Warranty Period. The Indian Associates of GOTO viz, Goto Optical (India) Private Limited, Calcutta, India will also remain committed to supply show softwares of the world's highest standard to the SOCIETY at reasonable prices as may be agreed from time to time.

ARTICLE 11. REPAIR AND AFTER SALES SERVICES

A) GOTO shall offer free repair services during the guarantee period of two years during which GOTO will repair, reform or replace any components or parts as may be necessary, FREE OF COST TO SOCIETY. GOTO may claim payment from the SOCIETY in case the repairs are to be done for damages of the following nature:-

i) Damage resulting from neglect, abuse, accident or alteration; or damage caused by fire, flood or any other casualty;

ii) Damage resulting from the failure of the SOCIETY to follow normal operating procedures outlined in the instruction manuals of GOTO or in any other printed instructions.

B) GOTO agrees to supply to the SOCIETY, spares and consumables for the INSTRUMENT as may be required from time to time for at least a minimum period of 15 (fifteen) years after the initial stock of such items are exhausted by the SOCIETY. The SOCIETY shall pay to GOTO its standard prices current at the time of purchases of the spares and consumables.

C) GOTO agrees to send their technicians/experts within thirty days of the date of request by the SOCIETY to Cochin, Kerala State, India to carry out such repairs and maintenance works that may be required after the warranty period of payment of such charges as may be mutually agreed upon between GOTO and the SOCIETY on such occasions.

LIBRARY ARCHIVES Kerala Legislative Assembly

ARTICLE 12. TRAINING

GOTO shall train free of charges at Cochin, Kerala State, India a team of technical personnel to be nominated by the SOCIETY on operation and maintenance of the INSTRUMENT. GOTO shall ensure that through this training the technical personnel of the SOCIETY shall gain adequate expertise to run, maintain, repair and service the said instrument system. On its part the SOCIETY will fully ensure that the technical personnel nominated for training have adequate technical background, education and inclination to receive the training to be imparted by GOTO personnel.

ARTICLE 13. OTHER FREE ITEMS AND SERVICES

GOTO shall supply three copies each of instruction manuals in English language giving details of procedures for operation, routine maintenance, servicing, safety standards and precautions to be followed for the INSTRUMENT. In addition, GOTO shall supply, free of charges, 100 numbers (one hundred numbers) additional slides, 5 (five) panorama scenes including one specially made scene showing the skyline of Tripunithura along with the INSTRUMENT package detailed in the foregoing. Also, GOTO shall install the said INSTRUMENT system at Tripunithura, Cochin, Kerala State, India free of any additional charges.

The SOCIETY shall supply to GOTO, free of charges, the basic skyline photographs of Tripunithura (Cochin) at least six months prior to installation of the INSTRUMENT at Tripunithura, Cochin, Kerala State, India.

ARTICLE 14. FORCE MAJEURE

Neither party shall be liable for failure to perform its part of this AGREEMENT when such failure is due to fire, flood, strikes, labour troubles or other industrial disturbances, inavoidable accidents, war (declared or undeclared), embargoes, blockades, legal restrictions, riots, insurrections or any causes beyond the control of the parties. In the event of such force majeure situation continuing for a period of not exceeding six months, the respective obligations of the parties shall be extended by a similar period. In the event of force majeure situation continuing beyond the period of six months, the parties shall re-negotiate the AGREEMENT.

ARTICLE 15. EFFECTIVE DATE

This AGREEMENT shall become effective on the date of establishment of the letter of credit by the SOCIETY in favour of GOTO.

ARTICLE 16. TERMINATION

I) The SOCIETY is entitled to terminate this AGREEMENT by serving notice on GOTO in writing upon the occurence of any of the following:

i) If GOTO goes bankrupt.

ii) If GOTO abandons this AGREEMENT without a reasonable cause.

iii) When GOTO delays the installation of the INSTRUMENT for an inordinately long period or the progress is unduly delayed without a reasonable cause.

LIBRARY ARCHIVES Kerala Legislative Assembly

iv) When GOTO sublets any part of this AGREEMENT without prior approval of the SOCIETY.

v) When the INSTRUMENT does not coincide with the description and the details given in GOTO's offer sheet and the specification manuals for the INSTRUMENT system.

If the AGREEMENT is terminated due to reasons as stated above, GOTO shall refund to the SOCIETY, the entire amount received from the latter under the provisions of this AGREEMENT.

II) GOTO is entitled to terminate this AGREEMENT by serving notice on the SOCIETY in writing upon the occurence of any of the following:-

i) When the SOCIETY abandons this AGREEMENT without a reasonable cause.

ii) When the SOCIETY sublets any part of this AGREEMENT without prior approval of GOTO.

The termination of the AGREEMENT as above shall be without prejudice to the rights of the respective parties to be compensated for any losses suffered by its consequent on the same.

ARTICLE 17. NOTICE

If the installation of the whole or any part of the INSTRUMENT at the Space Theatre at Tripunithura is found to be not possible because of the faulty construction of the premises, then GOTO shall recommend steps for rectification of the same and the SOCIETY shall ensure that the rectification work is completed within the shortest time possible. If the defect is on account of any defect in the drawings for the civil works, supplied by GOTO, the losses consequent on account of this should be compensated by GOTO. If, on the other hand, the defect in civil construction is on account of defective execution of the work by the SOCIETY, then the SOCIETY shall compensate GOTO for any losses suffered by them as a result of the delay.

ARTICLE 18. DRAWINGS

GOTO shall provide the SOCIETY within 60 (sixty) days of the affective date, dimensioned drawings in English language and metric system for the seating arrangement, the constructional plan for the Descender/Elevator mechanisms, the projection port for the special effect projectors/equipments (Multi-Image System), the electrical wirings related to the INSTRUMENT system and all other technical details required for the guidance of the SOCIETY.

ARTICLE 19. ALTERATION OF CONTENTS

The alteration of the constituents of the INSTRUMENT for improvement or other reasons shall be previously approved by the SOCIETY.

ARTICLE 20. ARBITRATION

Any or all disputes arising from or in connection with this AGREEMENT or the transaction concluded under this AGREEMENT shall be settled by mutual consultation between the parties in good faith as fairly as possible, but failing an amicable settlement, shall be settled by arbitration in Cochin in India in

LIBRARY ARCHIVES Kerala Legislative Assembly

accordance with the rules of the Indian Arbitration Act. The award of the arbitrators will be final and binding upon both the parties.

ARTICLE 21. GOVERNING LAW

This AGREEMENT shall be interpreted and construced in accordance with the laws of India.

ARTICLE 22. INTERPRETATION

In case of difference in interpretation of any clause of this AGREEMENT or unspecified problems shall in the first place be settled by mutual consultation between the parties hereto.

ARTICLE 23. AMENDMENT

This AGREEMENT may be amended only by a written instrument signed by duly authorised representatives of both parties and expressly stating that it is an amendment to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in triplicate by their duly authorised representatives as of the date first above written.

WITNESS :

For and on behalf of
Society For The Preservation
Of Hill Palace Premises,
Tripunithura, Cochin, Kerala
State, India :

SCHEDULE TO THE AGREEMENT

SPECIFICATIONS AND OTHER DETAILS OF THE GSS-URANUS, ASTROVISION INSTRUMENT PACKAGE :

A) GSS-URANUS SPACE SIMULATOR

GSS-URANUS Starfield Projector (15,000 stars, do to 6.6 magnitude. Digitally controlled shutters operating in four modes viz. the Horizontal Mode the Space Mode, the Shifting Mode and the Full Mode inclusive of the following :

1. Fixed Star Projector (North)
2. Fixed Star Projector (South)
3. Variable Star Projector with Shutter-control Modulation Mechanism (Mira)

Co-Ordinate Scales :

4. Equator Projector
5. Ecliptic Projector
6. Meridian Projector
7. Azimuth Circle Projector
8. Altitude Projector
9. Galactic Pole Projector (North)
10. Galactic Pole Projector (South)

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11. Cardinal Point Projectors (8)
12. Precession Circle Projector
13. Zenith Projector
14. Constellation Picture Projectors (14)
15. Arrow Pointers on the main GSS-URANUS Starfield Projector (30)
16. Mercury Projector
17. Venus Projector
18. Earth Projector
19. Mars Projector
20. Jupiter Projector (with 4 Jovian Moons)
21. Saturn Projector
22. Moon Projector
23. Sun Projector
24. "Plus One" Projector (to simulate any other celestial body)
25. Sunrise/Sunset Glow Projector
26. Morning/Evening Twilight Projectors
27. Daylight Projector
28. Milky Way Projector
29. Nebulae and Star Cluster Projectors

MOTIONS (EARTH MODE) :

30. Diurnal Motion (Top speed : 10 sec./day)
31. Latitude Motion (Top Speed : 10 sec./360 degree)
32. Precession Motion (Top Speed : 60 sec./25,800 years)
33. Azimuth Rotation (Top Speed : 10 sec./360 degree)
34. Annual Motion (Top Speed : 60 sec./year)
35. Virtual Axis (Top Speed : 60 sec./year)

MOTIONS (SPACE MODE) :

36. Reproduction of motion of any heavenly body within the Solar System.
37. Rotation around any 1st Magnitude Star.
38. Rotation around the centre of any specified constellation.
39. Diurnal Motion as may be seen from another celestial body.
40. Annual Motion as seen from another planet.
41. Solar System as seen from any hypothetical position in space
42. Motion of a representative Binary Star
43. Projection of Proper Motions of Stars
44. Projection of Constellation Parallax
45. Intelligent Functions :
    a) Diurnal-Dimming Function Parameterisation
    b) Earth-Sun Parameterisation
    c) Planet-Sun Parameterisation
    d) Diurnal-Skyline Parameterisation
    e) Time Warp

LIBRARY ARCHIVES Kerala Legislative Assembly

f) Interrupt-Restart
g) Programme Branching
h) Two types of manual operations

46. Descender/Elevator Mechanism for the main GSS-URANUS Starfield Projector
47. Skyline Panorama Projector (24 scenes with cross-fading mechanism)
48. Descender/Elevator Mechanism for the Skyline Panorama Projector
49. Rotator for the GSS-URANUS Projector
50. Rotator for the Skyline Panorama Projector
51. Computerised Automatic Control System for the main GSS-URANUS Starfield Projector, the entire range of Special Effect Projectors of the Multi-Image System, all Rotator and Descender/Elevator Mechanisms, the Astrovision Projector, the Sound System and the Illumination Devices of the Space Theatre.
52. Control Console for the entire GSS-URANUS/Astrovision instrument system.

B) MULTI-IMAGE SYSTEM (SPECIAL PROJECTORS AND DEVICES – 79 UNITS)

1.	Multi Slide Projector (GSS-URANUS)	1 set (4 units)
2.	Controller for Multi-Slide Projector	1 set
3.	Zoom Slide Projector	1 set (2 units)
4.	X-Y Moving Table (Z-23)	1 unit
5.	Uni Projectors (300A-S)	30 units
6.	Image Shift Device 1530	3 units
7.	Image Rotator 300	3 units
8.	Film Slide 300	3 units
9.	Diffusion Lens	2 units
10.	Anamorphic Lens 300	2 units
11.	Conversion Lens 300	10 units
12.	Interchangeable Lens (50-300)	5 units
13.	Special Slide Projector	2 units
14.	Constellatiion Picture Projector	1 unit
15.	Wide angle Projector	2 units
16.	Flash & Lightning Projector (with thunder sound)	1 unit
17.	Evening Twilight Projector	1 unit
18.	Space Ship Projector	1 unit
19.	Meteoric Swarm Projector	1 unit
20.	Space Light	1 unit
21.	Multi Strobo	1 unit
22.	Accessory Interface	1 set
23.	Hand-held Arrow Pointer	1 unit

LIBRARY ARCHIVES Kerala Legislative Assembly

C) SOUND SYSTEM FOR THE SPACE THEATRE

1. Open Reel Tape Recorder System :

Open Reel Tape Recorder (8 channel)	2 units
ATR Synchroniser	1 unit
ATR Auto Controller	2 units
Sequensor	1 unit
Auto Line Selector	1 unit
Special Stand for Open Reel Recorders	2 units

2. Performance Auto Control System :

Performance Auto Control System	1 unit
Personal Computer	1 unit
Monitor CRT	1 unit
Scanning Controller	1 unit
Event Processor	1 unit
System Software	1 unit

3. System Audio Console :

Remote Fader	1 unit
Monitor Controller	1 unit
ATR Remote	1 unit
Cassette Deck	1 unit
CD Player	1 unit
PACS ON/OFF Changeover Switch	1 unit

4. Sound Racks :

VCA Matrix Unit	1 unit
VCA Marix Unit	2 units
DC Power Supply	1 unit
Auto/Manual Selector	1 unit
Patch Board (specially designed)	2 units
Graphic Equaliser	3 units
Monitor/LPF Unit	1 unit
Power Amplifier	4 units
Rack Cabinet	2 units

5. Speaker System :

Screen Speakers	6 units
Sub Woofer Speakers	2 units
Monitor Speakers	2 units

6. Other Items :

Microphone A	1 unit
Micorphone B	1 unit
Microphone Stand	1 unit
Headphone	2 units
Patch code/Maintenance Kit	1 set

LIBRARY ARCHIVES Kerala Legislative Assembly

D) SOUND SYSTEM FOR THE IN-HOUSE SOUND STUDIO

CD Player	1 unit
Open Reel Tape Deck (8 channel/8 track)	2 units
Open Reel Tape Deck (4 channel/4 track)	1 unit
Microphones	2 units
Microphone (Stand/Holder)	2 units
Pre-Amplifier	1 unit
Power Amplifier	1 unit
Monitor Speakers	2 units
Mixer (8 channel)	2 units
Graphic Equaliser	1 unit
Head Phone	2 units
Cassette Deck (4 track)	1 unit
Accessory Kit	1 set
Record Charge Eliminator	1 unit
Tape Deck Maintenance Kit	1 set
Tape Editing Kit	1 set

(E) ASTROVISION (8-pref.) — 1 set

Pano-hemispheric or dome-filling movie projection system (air cooled). Includes Astrovision Projector, Non-rewind Reel System, Controller, Film Reel, Film-gate and Cooling device.

(F) LARGE FORMAT MOVIE — 1 long film (2 prints)

Educational large format film of long duration, projectable through Astrovision. Title of the film : "Lost Animals" or as may be chosen at a later stage (on lease for one year).

(G) ASTROVISION SHORT FILMS — 6 films (5 prints each)

Astronomy, space and other scientific themes related Astrovision Short Films produced specifically for incorporation into the Space Theatre shows.

(H) ASTROVISION 35-8p. FILM OF ERNAKULAM/ COCHIN CITIES (AREAS IN THE VICINITY OF TRIPUNITHURA HILL PALACE) — 4 prints

Specially produced large format Astrovision film rendering fabulous aerial/ground views of Ernakulam/Cochin cities, especially covering areas in the vicinity of Tripunithura Hill Palace. The film will be shot with the Special Astrovision Camera by a specialised shooting team from GOTO. The SOCIETY has to provide, free of charges, the facility of using a helicopter, necessary permissions, facilities and assistances to conduct the shooting.

LIBRARY ARCHIVES Kerala Legislative Assembly

(I) INAUGURAL SHOW — 1 show

On specially produced show in English language of approximately 40-minute duration, inclusive of the script, narration, the entire range of visuals, background music, sound effects and computer data programme as the inaugural show of the Space Theatre. To be supplied by Goto Optical (India) Pvt. Ltd., Calcutta, India.

(J) PANORAMA SCENES — 5 scenes

Panorama scenes of both terrestrial and extra-terrestrial themes for projecting through the Skyline Panorama Projector in diverse Space Theatre shows.

(K) PROJECTION DOME (TILTED) — 1 unit

18 (eighteen) Meter dia, 30° (thirty degrees) titled, vinyl paint coated, projection dome of perforated aluminium. Suitable for high intensity projections and of total acoustic perfection. To be fabricated and erected at site by Goto Optial (India) Pvt. Ltd., Calcutta, India.

(L) Astronomical Slides for use in diverse Space Theatre programmes. — 100 units

(M) Consumables for two year's operation of the GSS-URANUS/ Astrovisioin instrument system.

OTHER ITEMS AND SERVICES :

(N) Installation of the entire GSS-URANUS/Astrovision instrument system at Tripunithura Space Theatre.

(O) Training of the technical personnel of the Tripunithura Space Theatre.

(P) Export-worthy packing and forwarding of the cargo containing GSS-URANUS/Astrovision instrument system from Japan to Cochin Port of India.

(Q) Warranty for two years for the GSS-URANUS/Astrovision instrument system from the date of completion of its installation at Tripunithura.

CLARIFICATION OF ARTICLE 7 :

(FACILITIES TO BE PROVIDED BY THE SOCIETY)

The following are to be provided by the SOCIETY, free of charges, to facilitate installation and commissioning of the GSS-URANUS/Astrovision instrument system :

i) Scaffolding structure for erection of the titled projection dome of perforated aluminium as per drawing and specification to be provided by Goto Optical (India) Private Limited, Calcultta, India.

ii) Electrical welding equipments and a skilled welder.

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iii) Timber planks of specified sizes for use as support platforms on the scaffolding structure.

iv) Unskilled support labourers during erection of the titled projection dome and installation of the GSS-URANUS/Astrovision instrument system. Number to be specified by GOTO.

v) Local transportation for the Engineers and Technicians of Goto Japan and Goto India during their stay at Tripunithura, Cochin for installation and commissioning of the GSS-URANUS/Astrovision instrument system.

vi) Any other facility that may be requested by the technical personnel of GOTO during installatiion and commissioning of the GSS-URANUS/Astrovision instrument system.

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